

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

LIBERTY MUTUAL FIRE INSURANCE
COMPANY; LM GENERAL INSURANCE
COMPANY; LM INSURANCE
CORPORATION; and SAFECO
INSURANCE COMPANY OF ILLINOIS,

Plaintiffs,

v.

RELIEF PHYSICAL THERAPY &
REHAB, INC. d/b/a RELIEF REHAB;
WESTBORN PHYSICAL THERAPY,
LLC; FIRST STEP REHAB, INC.;
GREAT LAKES PROFESSIONAL
SERVICES, LLC d/b/a DOC
PHYSICAL THERAPY & REHAB
CENTER; NEXTGEN PAIN
ASSOCIATES AND
REHABILITATION LLC; FIVE STAR
COMFORT CARE LLC; STEVE'S
MEDICAL SUPPLY, INC.;
ORTHOPEDIC MEDICAL SUPPLIES 1
LTD.; CITY 2 CITY
TRANSPORTATION, LLC; STEVEN
AWADA; JOSEPH AWADA; IMAD
AWADA; MAGDALENE AWADA;
AMEER AWADA; ALI MERHI;
MOHAMED CHEIKH; ABDUL
BAYDOUN; and NURA KUTOB,

Defendants.

Hon. Stephanie Dawkins Davis
United States District Judge

C.A. No. 19-cv-12648-SDD-RSW

STIPULATION OF DISMISSAL WITH PREJUDICE AS TO
DEFENDANTS GREAT LAKES PROFESSIONAL SERVICES, LLC D/B/A
DOC PHYSICAL THERAPY & REHAB CENTER AND MAGDALENE
AWADA

Pursuant to Fed. R. Civ. P. 41(a)(1), it is hereby stipulated and agreed by and between plaintiffs Liberty Mutual Fire Insurance Company, LM General Insurance Company, LM Insurance Corporation, and Safeco Insurance Company of Illinois (collectively, “Liberty Mutual”) and defendants Great Lakes Professional Services, LLC d/b/a Doc Physical Therapy & Rehab Center (“Doc PT”) and Magdalene Awada (“Awada”), by and through their undersigned counsel, that Liberty Mutual’s Complaint (*Docket Nos. 1 and 12*) be dismissed with prejudice as to Doc PT and Awada without costs or fees of any kind to any party. It is hereby agreed by the parties that this Court shall retain jurisdiction to enforce the terms of settlement reached between the parties.

In light of the parties’ settlement, Liberty Mutual’s motion for sanctions (*Docket No. 71*) and Doc PT and Awada’s partial motion to dismiss (*Docket No. 56*) are both withdrawn in their entirety.

[SIGNATURE PAGE FOLLOWS]

STIPULATED AND AGREED TO THIS 6th DAY OF JULY, 2020:

<i>Liberty Mutual Fire Insurance Company, LM General Insurance Company, LM Insurance Corporation, and Safeco Insurance Company of Illinois</i>	<i>Great Lakes Professional Services, LLC d/b/a Doc Physical Therapy & Rehab Center and Magdalene Awada</i>
By their Attorneys,	By their Attorneys,
<i>/s/ Jacquelyn A. McEttrick</i>	<i>/s/ Peter W. Joelson</i>
<hr/> Nathan A. Tilden (P76969) Jacquelyn A. McEttrick Andrew H. DeNinno SMITH & BRINK 38777 Six Mile Road Suite 314 Livonia, MI 48152 350 Granite Street Suite 2303 Braintree, MA 02184 (617) 770-2214	<hr/> Peter W. Joelson JOELSON ROSENBERG PLC 30665 Northwestern Highway Suite 200 Farmington Hills, MI 48334 (248) 626-9966 Gary R. Blumberg GARY R. BLUMBERG, P.C. 30665 Northwestern Highway Suite 200 Farmington Hills, MI 48334 (248) 254-3401

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AMEER AWADA; ALI MERHI;
MOHAMED CHEIKH; ABDUL
BAYDOUN; and NURA KUTOB,

Defendants.

Hon. Stephanie Dawkins Davis
United States District Judge

C.A. No. 19-cv-12648-SDD-RSW

STIPULATED ORDER OF DISMISSAL WITH PREJUDICE AS TO
DEFENDANTS GREAT LAKES PROFESSIONAL SERVICES, LLC D/B/A
DOC PHYSICAL THERAPY & REHAB CENTER AND MAGDALENE
AWADA

This matter having come before the Court upon stipulation of the parties, and the Court being otherwise fully advised in the premises:

IT IS HEREBY ORDERED that plaintiffs' causes of action against defendants Great Lakes Professional Services, LLC d/b/a Doc Physical Therapy & Rehab Center and Magdalene Awada are hereby dismissed with prejudice and without costs to any party. The Court shall retain jurisdiction over this matter only to enforce the terms of settlement reached between the parties.

IT IS ALSO HEREBY ORDERED that in light of the foregoing and the parties' settlement, Liberty Mutual's motion for sanctions (*Docket No. 71*) and Doc PT and Awada's partial motion to dismiss (*Docket No. 56*) are both DENIED AS MOOT.

IT IS SO ORDERED.

Dated: July 7, 2020

s/Stephanie Dawkins Davis
HON. STEPHANIE DAWKINS DAVIS
United States District Court Judge